K Great Brit. Geo II.
59
Read 19 Dec. 1753 in Lords
[1]
212. k. 5
Enacted 27 Geo. II. Private Acts, c 6.
59

An ACT *for veſting the Eſtate late of* William Kemp *Eſquire, deceaſed, in Truſtees, to be ſold, purſuant to Articles; and for applying the Purchaſe-money for the Benefit of the Children of the ſaid* William Kemp, *in ſuch manner as is directed by the ſaid Articles.*

WHEREAS by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Tenth and Eleventh Days of *February* One thouſand Seven hundred and Fifteen, the Releaſe being Quadrupartite, and made, or mentioned to be made, between *William Kemp*, of *Antingham*, in the County of *Norfolk*, Eſquire, ſince deceaſed, of the Firſt Part; *John Fox* and *William Philips* Gentlemen, of the Second Part; *Robert Davy* Eſquire, and *Thomas Clarke* Eſquire, of the Third Part; and *Elizabeth Shardelow*, of the City of *Norwich*, Spinſter, afterwards *Elizabeth Kemp*, and ſince deceaſed, of the Fourth Part; in Conſideration of a Marriage then intended, and which ſoon after took Effect, and was ſolemnized, between the ſaid *William Kemp* and *Elizabeth Shardelow*, and of the Portion or Fortune of the ſaid *Elizabeth* therein mentioned and ſpecified; and for other Conſiderations in the ſaid Indenture of Releaſe expreſſed; he the ſaid *William Kemp* did grant, releaſe, and convey, unto the ſaid *John Fox* and *William Philips*, and their Heirs, all thoſe the Manors or Lordſhips, or reputed Manors or Lordſhips, of *Welches*, *alias Walliſhes*, and *Antingham*, *alias Witchinghams*, *alias Antingham Witchinghams*, and *Gymingham-Lancaſter*, *ex parte Hulver*, in the ſaid County of *Norfolk*, with all and ſingular the Rights, Members, and Appurtenances, whatſoever, to them, every or any of them, belonging or appertaining,

taining, not including therein any other Meſſuages, Farms, and Lands, other tha
thoſe herein after mentioned; and alſo all that Capital Meſſuage or Tenement, wi
the Appurtenances, commonly called or known by the Name of *Antingham-ha*
or by whatſoever other Name or Names the ſame be called or known, ſituate an
being in *Antingham Saint Mary*, and *Antingham Saint Margaret*, in the ſaid Coun
of *Norfolk*, or in One of them, wherein he the ſaid *William Kemp*, and one *Charl*
Starkey, then dwelt; and alſo all the Houſes, Outhouſes, Buildings, Barns, St
bles, Dove-houſes, Yards, Orchards, Gardens, Lands, Tenements, Meadow
Paſtures, Feedings, and Hereditaments, whatſoever, to the ſaid Meſſuage or Ten
ment belonging, or in any-wiſe appertaining, or therewith uſed or enjoyed, o
accepted, reputed, or taken, to be Part, Parcel, or Member, thereof, lying an
being in *Antingham Saint Mary* and *Antingham Saint Margaret* aforeſaid, and i
Suffeild and *North-Walſham*, in the ſaid County of *Norfolk*, or in any of them, o
in any other Town or Towns thereunto nigh or adjoining, then in the Tenure o
Occupation of the ſaid *William Kemp* and *Charles Starkey*, or either of them, the
or either of their Aſſignee or Aſſignees; and alſo, all that Meſſuage or Tenement
and Farm, with the Appurtenances, ſituate in *Antingham Saint Mary*, and *Antin*
ham Saint Margaret aforeſaid, or in One of them, wherein *Gabriel Cooke* the
dwelt; and alſo all the Houſes, Outhouſes, Buildings, Barns, Stables, Yard
Orchards, Gardens, Lands, Meadows, Paſtures, Feedings, and Hereditament
whatſoever, to the ſaid Meſſuage or Tenement, and Farm, belonging, or in any
wiſe appertaining, or therewith uſed or enjoyed, or accepted, reputed, or taken
to be Part, Parcel, or Member, thereof, containing together, by Eſtimation, Fiv
Score and Two Acres, be the ſame more or leſs, lying and being in *Antingha*
Saint Mary, *Antingham Saint Margaret*, *Suffeild*, and *North-Walſham*, aforeſaid
or in any of them, or in any other Town, Village, or Place, thereunto nigh or ad
joining, in the ſaid County of *Norfolk*, then in the Tenure or Occupation of th
ſaid *Gabriel Cooke*, his Aſſignee or Aſſignees; and alſo all thoſe Incloſures, Pieces
and Parcels, of Land or Paſture, lying in *Antingham Saint Mary*, *Antingham Sain*
Margaret, and *Suffeild*, aforeſaid, and in *Felmingham*, in the ſaid County of *Nor*
folk, or in any of them, or in any other Town, Village, or Place, thereunto nigh
or adjoining, in the ſaid County of *Norfolk*, late in the Tenure and Occupation o
Thomas Bayfield, and then in the Tenure and Occupation of him the ſaid *William*
Kemp, his Aſſignee or Aſſignees; and alſo all that Cloſe or Incloſure of Meadow
or Meadow-ground, in *Suffeild* aforeſaid, containing, by Eſtimation, Three Acre
and an Half, be the ſame more or leſs, late Parcel of the Farm wherein the ſaid
Gabriel Cooke then dwelt; and alſo the Brick Barn then ſtanding and being in the
Eight Acre Cloſe next the Common, called *The Burnt-houſe Barn*, late Parcel o
the ſame Farm; and alſo all that Cloſe or Incloſure of Land, called *The Dogs-yard*
containing, by Eſtimation, Three Acres, be the ſame more or leſs, in *Antingham*
Saint Mary and *Antingham Saint Margaret* aforeſaid, or One of them, late Parcel
of the ſaid Farm, called *The Hall-farm*; and alſo all that Piece of Land, called *The*
Marl-pit Piece, and the Piece of Land thereto adjoining, containing together, by
Eſtimation, Four Acres, be the ſame more or leſs, lying and being in *Antingham*
Saint Mary and *Antingham Saint Margaret* aforeſaid, or in One of them; and alſo all
other the Meſſuages, Farms, Lands, Tenements, Meadows, Paſtures, Feedings, and
Hereditaments, whatſoever, of him the ſaid *William Kemp*, ſituate, lying, and be-
ing, in *Antingham Saint Mary*, *Antingham Saint Margaret*, *Suffeild*, *Felmingham*,
and *North-Welſham* aforeſaid, or in any of them, or in any other Town or Towns
to them, or any of them, near or adjoining, except ſuch as then were in the ſeveral
Uſes or Occupations of *Samuel Meck*, *Thomas Riddell*, *John Howard*, *Richard Ro-*
bards, *Edmund Riches*, and *Page*, or any of them, their or any of their
Aſſignee or Aſſignees, Under-tenant or Under-tenants, with their and every of their
Rights, Members, and Appurtenances; and alſo all other the Freehold and Char-

terhold

terhold Manors and Lordſhips of him the ſaid *William Kemp*, with all and ſingular their Rights, Members, and Appurtenances, whatſoever, ſituate, lying, and being, in *Antingham Saint Mary*, *Antingham Saint Margaret*, *Suffeild*, *Felmingham*, *North-Walſham*, aforeſaid, and in *Gunton*, *Thorpe-Market*, *Bradfeild*, *Hanworth*, and *Aldeby*, in the ſaid County of *Norfolk*, or any of them, not including therein any other Meſſuages, Farms, and Lands, other than ſuch as are above-mentioned, and the Reverſion and Reverſions, Remainder and Remainders, of all and every the Premiſes; and alſo all the Eſtate, Right, Title, Uſe, Intereſt, Claim, and Demand, whatſoever, of him the ſaid *William Kemp*, of, in, or to, the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſes, with their and every of their Appurtenances, to hold to them the ſaid *John Fox* and *William Philips*, and their Heirs, to the Uſe of the ſaid *William Kemp*, and his Heirs, until the ſaid intended Marriage ſhould be had; and, from and after the Solemnization thereof, to the Uſe of the ſaid *Robert Davy* and *Thomas Clarke*, their Executors, Adminiſtrators, and Aſſigns, for a Term of Sixty Years, upon divers Truſts therein mentioned, and which are ſince determined; and, after the End or Determination of the ſaid Term, to the Uſe of the ſaid *William Kemp* for Life; Remainder to the ſaid *John Fox* and *William Philips*, and their Heirs, during his Life, in Truſt, to preſerve the contingent Remainders; Remainder to the ſaid *Elizabeth Shardelow* for Life, in lieu of her Dower; Remainder to the Firſt and every other Son of the ſaid then intended Marriage, ſucceſſively, in Tail Male; Remainder to the ſaid *Robert Davy* and *Thomas Clarke*, their Executors, Adminiſtrators, and Aſſigns, for a Term of Five hundred Years, upon Truſt, for raiſing the Sum of Two thouſand Five hundred Pounds for the Portion and Portions of the Daughter and Daughters of the ſaid intended Marriage, in caſe of Failure of Iſſue Male thereof; and, after the Determination of the ſaid Term of Five hundred Years, to the Uſe of the right Heirs of the ſaid *William Kemp* for ever: And after reciting in the ſaid Indenture of Releaſe, that by Indenture, dated the Twentieth Day of *September* One thouſand Seven hundred and Eight, and made between the Right Reverend Father in God *Charles* Lord Biſhop of *Norwich*, of the One Part; and the ſaid *William Kemp*, and Sir *Charles Bloys* Baronet, and *Robert Bloys* Eſquire his Son, of the other Part; the ſaid Lord Biſhop did leaſe, ſet, and to farm lett, unto the ſaid *William Kemp*, Sir *Charles Bloys*, and *Robert Bloys*, all that the Manor of *Antingham-Chamberlains*, in the ſaid County of *Norfolk*, and all Tythes, Lands, Tenements, Rents, Services, Courts-Leets, and View of Frankpledge, Profits and Perquiſites of Courts-Leet, to the ſaid Manor belonging, or to or with the ſame demiſed, uſed, or occupied, lying in *Antingham* aforeſaid, and other Towns near adjoining, ſometimes demiſed to one *Robert Rugg*, and then in the Tenure or Occupation of the ſaid *William Kemp*, his Aſſigns or Under-tenants; except and always reſerved to the ſaid Biſhop, and his Succeſſors, all Advowſons of Churches and Chapels belonging to the ſaid Manor and Premiſes, or any of them, and all great Trees, Woods, and Underwoods, growing upon the ſaid Manor and Lands, or any Part thereof; and all that the Water and Dam, called or known by the Name of *Swafield-Dam*, and all the Creeks and Fleets to the ſame belonging, and all manner of Fiſhing and Fowling, and all other Profits, Advantages, Commodities, and Liberties, to the ſaid Water and Dam in any-wiſe belonging or appertaining; and alſo the Liberty to paſs and repaſs with a Boat or Boats at all times when the ſaid *William Kemp*, or his Aſſigns, ſhould think fit, for his and their Recreations, to hold unto the ſaid *William Kemp*, Sir *Charles Bloys*, and *Robert Bloys*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Twenty-one Years, at and under the yearly Rent of Six Pounds Seventeen Shillings and Three Pence for the ſaid Manor of *Antingham-Chamberlains*, and the Premiſes thereunto belonging; and the yearly Rent of One Shilling for the ſaid Water or Dam; it is thereby farther witneſſed, and the ſaid *William Kemp*

Kemp did thereby declare, That the ſaid Manor of *Antingham-Chamberlains*, Water and Dam, and the Creeks and Fleets thereto belonging, and ſuch Meſſuages and Lands as lay intermixed or uſed with the ſaid Freehold Premiſes therein before limited, if any ſuch there were, ſhould, from time to time, and at all times thereafter, be held and enjoyed by the Perſon and Perſons who was or ſhould be intitled to the ſaid Freehold Premiſes, by virtue of the ſaid Indenture of Releaſe:

And whereas the Marriage intended between the ſaid *William Kemp* and *Elizabeth Shardelow* was had and ſolemnized ſoon after the Execution of the ſaid Settlement; and the ſaid *Elizabeth Shardelow*, afterwards *Elizabeth Kemp*, his Wife, died in the Life-time of the ſaid *William Kemp* her Husband, leaving Iſſue by him Two Sons; *videlicet*, *William Kemp* the eldeſt Son, and *Robert Kemp* the Second Son, and Five Daughters; namely, *Elizabeth*, now the Wife of *James Gay*, *Mary Kemp* Spinſter, *Martha* Wife of *Francis Blomefield*, *Jane* Wife of *Chriſtopher Pardon*, and *Sarah Kemp* Spinſter:

And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Fifth and Sixth Days of *June* One thouſand Seven hundred and Thirty-nine, the Releaſe being Tripartite, and made, or mentioned to be made, between the ſaid *William Kemp* the Father, and the ſaid *William Kemp* the Son, who had then attained his Age of Twenty-one Years, of the Firſt Part; *Leonard Townſend*, of *New-Inn*, in the County of *Middleſex*, Gentleman, ſince deceaſed, of the Second Part; and *Andrew Chamber*, of *Honing*, in the County of *Norfolk* aforeſaid, Gentleman, ſince deceaſed, of the Third Part; it is witneſſed, that, as well for the Barring and Diſcontinuing of all Eſtates Tail, and Reverſions and Remainders expectant or depending thereon, of, in, and upon, all and every the Manors, Meſſuages, Farms, Lands, Tenements, and Hereditaments, therein after mentioned; and for ſettling and aſſuring the ſame to ſuch Uſes, Intents, and Purpoſes, and ſubject and liable to ſuch Annuities, or yearly Rent-charges, Proviſoes, Powers, Conditions, Payments, Reſtrictions, and Agreements, as therein after particularly mentioned, expreſſed, and declared, touching the ſame; and alſo for and in Conſideration of Ten Shillings apiece therein mentioned to be paid to the ſaid *William Kemp* the elder, and *William Kemp* the younger; and alſo for divers other good Cauſes and Conſiderations, them thereunto eſpecially moving, they the ſaid *William Kemp* the elder, and *William Kemp* the younger, did grant, bargain, ſell, alien, releaſe, and confirm, all the Freehold Manors, Meſſuages, Lands, Tenements, and Hereditaments, compriſed in the ſaid Settlement of the Tenth and Eleventh of *February* One thouſand Seven hundred and Fifteen, by the Deſcriptions in the ſaid Indenture Tripartite mentioned, unto the ſaid *Leonard Townſend* and his Heirs, to the Intent to make him Tenant of the Freehold of the ſame Premiſes, ſo as that a common Recovery might be had and ſuffered thereof, wherein the ſaid *Andrew Chamber* ſhould be Demandant, the ſaid *Leonard Townſend* Tenant, who was to vouch the ſaid *Wiliam Kemp* the elder, who was to vouch the ſaid *William Kemp* the younger, who was to vouch the common Vouchee: And it was thereby agreed and declared, That the ſaid Recovery ſhould be and enure, to the Intent and Purpoſe that the ſaid *William Kemp* the younger might have and receive One Annuity or yearly Rent-charge of Forty Pounds, clear of all Taxes, during his Life; and, after the Death of the ſaid *William Kemp* the elder, One other Annuity or yearly Rent-charge of Sixty Pounds, clear alſo of all Taxes, during the then Reſidue of the natural Life of the ſaid *William Kemp* the younger; the ſaid ſeveral Annuities to be paid by equal quarterly Payments, at the ſeveral Days and Times therein mentioned, with Powers of Entry and Diſtreſs for the better and more effectual ſecuring and enforcing the Payment of the ſaid Annuities, in ſuch manner as

is therein mentioned; and, ſubject thereto, to the Uſe of the ſaid *William Kemp* the elder, his Heirs and Aſſigns for ever:

And whereas the ſaid common Recovery was had and ſuffered in *Trinity* Term One thouſand Seven hundred and Thirty-nine, with ſuch Demandant, Tenants, and Vouchees, as afore-mentioned:

And whereas the ſaid *William Kemp* the Father made his laſt Will and Teſtament, in Writing, bearing Date the Fourth Day of *July* One thouſand Seven hundred and Forty; and thereby gave and deviſed all that his Farm, Meſſuages, Lands, Tenements, and Hereditaments, in *Antingham Saint Mary*, and *Antingham Saint Margaret*, *Felmingham*, and *North-Walſham*, or in any other Town, Pariſh, or Place, to them, or any of them, next or near adjoining in the ſaid County, which then were in the Uſe of *Thomas Sall* his Under-tenants or Aſſigns, with their Appurtenances, unto *Elizabeth Kemp* his eldeſt Daughter, and *John Gallant* Clerk, their Heirs and Aſſigns, in Truſt, to ſell and diſpoſe thereof, for the beſt Price that could be got for the ſame, and to apply the Money ariſing by ſuch Sale in the Payment and Diſcharge of Seven hundred Pounds, and Intereſt, on a Mortgage of the ſaid Premiſes, and to pay the Sum of Five hundred Pounds to the ſaid *Elizabeth Kemp*, with ſuch Intereſt as is therein mentioned, to her own Uſe; and he willed, That the Reſidue of the Money ariſing by ſuch Sale, if any, ſhould fall into the Reſiduum of his perſonal Eſtate; and he thereby gave and deviſed all that his Advowſon or Right of Patronage of the Rectory of the Pariſh-Church of *Antingham Saint Mary* aforeſaid, and all thoſe his Manors or Lordſhips of *Antingham*, *Antingham-Witchinghams*, *Antigham-Walliſhes*, *Gymingham-Lancaſter*, on the Part of *Hulver*, and *Antingham-Chamberlains*, in the ſaid County of *Norfolk*, with all and ſingular the Rights, Members, and Appurtenances, whatſoever, to them, every, or any of them, belonging, or in any-wiſe appertaining; and alſo all that his capital Meſſuage or Manſion-houſe called *Antingham-hall*, and all and every other his Farms, Meſſuages, Houſes, Cottages, Lands, Tenements, Meadows, Paſtures, Feedings, and Hereditaments, whatſoever, ſituate, lying, and being, in *Antingham Saint Mary*, *Antingham Saint Margaret*, *Felmingham*, and *North-Walſham*, and in *Suffeild*, *Gunton*, *Thorpe-Market*, *Bradfeild*, *Hanworth*, and *Aldeby*, or in any of them, or in any other Towns, Pariſhes, Hamlets, or Places, in the ſaid County of *Norfolk*; to the Uſe of the ſaid *Elizabeth* his Daughter, now *Elizabeth Gay*, and to *John Gallant* Clerk, their Executors and Adminiſtrators, for the Term of Six Years, to commence from his Death, and to determine when his Son *Robert Kemp* ſhould attain his Age of Twenty-two Years, in Truſt to receive the Rents, Iſſues, and Profits, of the ſaid Premiſes, and to employ, pay, lay out, or apply, the ſame for the Maintenance and Benefit of his younger Children, in ſuch manner as is therein mentioned; and, after the End, or other ſooner Determination, of the ſaid Term, and as the ſame ſhould end and determine, he thereby gave, limited, and appointed, the ſame Premiſes (except the ſaid Advowſon, Manors, capital Manſion-houſe, and *Antingham-hall* Farm, with their and every of their Appurtenances), to the Uſe of the ſaid *Elizabeth* his Daughter, and the ſaid *John Gallant*, their Executors and Adminiſtrators, for the Term of Five hundred Years; and, after the Determination thereof, and ſubject thereto, he gave, limited, and appointed, all and every his Advowſon, Manors, or Lordſhips, capital Manſion-houſe, and all other his Farms, Meſſuages, Lands, Tenements, and Premiſes, ſo limited in Uſe as aforeſaid, with their and every of their Rights, Members, and Appurtenances, to the Uſe of the ſaid *Robert Kemp* his Son, for his Life, without Impeachment of Waſte, wilful Waſte excepted; and, after his Deceaſe, to the Uſe of the Firſt Son of his Body lawfully begotten, and the Heirs Male of the

Body of ſuch Firſt Son lawfully iſſuing; with Remainders to the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the Body of the ſaid *Robert Kemp*, ſucceſſively, in Tail Male; with Remainders to all and every the Daughter and Daughters of the ſaid *Robert Kemp* lawfully begotten, as Tenants in common, and the Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing; and if any of ſuch Daughters ſhould die without Iſſue, then to the Uſe of all the other and others of ſuch Daughters, in like manner equally to be divided between them, and the Heirs of the Body and Bodies of ſuch other Daughter and Daughters lawfully iſſuing; and if all ſuch Daughters ſave One ſhould die without Iſſue, then to ſuch only Daughter, and the Heirs of her Body; with Remainder to the Teſtator's Daughters *Elizabeth*, *Mary*, *Martha*, *Jane*, and *Sarah*, *Kemp*, as Tenants in common, and not as joint Tenants, and to the Heirs of the Body and Bodies of all and every of them; and if any of them ſhould die without Iſſue, then to the Uſe of the others of his ſaid Daughters, in like manner equally between them, and the Heirs of the Body and Bodies of ſuch other his ſaid Daughters iſſuing; and if all his ſaid Daughters ſave One ſhould die without Iſſue, then to the Uſe of ſuch only Daughter and the Heirs of her Body; and, for Default, of ſuch Iſſue to the ſaid Teſtator's right Heirs; and the ſaid Term of Five hundred Years was thereby declared to be limited to the ſaid *Elizabeth Gay* and *John Gallant*, upon Truſt, that, at the End of Three Kalendar Months after the ſaid *Robert Kemp* ſhould attain his Age of Twenty-two Years, or die, which ſhould firſt happen, the ſaid Truſtees ſhould, by the ways and means therein mentioned, raiſe, and pay to the ſaid *Elizabeth* his Daughter ſuch Sum of Money, as by Sale of his ſaid Farm in the Uſe of the ſaid *Thomas Saul*, ſhould or might be deficient in the Raiſing and Payment of the ſaid Sum of Five hundred Pounds, and the Intereſt thereof; and alſo unto the ſaid *Elizabeth* the further Sum of Two hundred Pounds; and likewiſe to the ſaid *Mary*, *Martha*, *Jane*, and *Sarah*, his younger Daughters, the Sum of Five hundred Pounds to each of them: And his Will was, That, until ſuch Payments thereof ſhould be made, legal Intereſt ſhould be paid to his ſaid Daughters for the ſaid reſpective Sums in the mean time; but that if any of the ſaid Daughters ſhould die before the time thereby limited for Payment thereof, then the Sum or Sums of Money of them or her ſo dying ſhould not be raiſed, but ſhould ſink, for the Benefit of the ſaid *Robert* his Son, and ſuch other the Perſons who by virtue of the Intail thereby made ſhould be intitled to poſſeſs and enjoy the ſaid Premiſes, ſubject to the Five hundred Years Term: And, after reciting That Part of his Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, were Leaſehold, and were held by Leaſe of the Biſhop of *Norwich*, he did thereby give all and ſingular his ſaid Leaſehold Premiſes unto the ſaid *Elizabeth* his Daughter, and the ſaid *John Gallant*, their Executors and Adminiſtrators, for the Reſidue of the Term of Years which he ſhould happen to have therein at the time of his Deceaſe; but in Truſt for ſuch Perſon or Perſons, for ſuch Uſes, and upon and under ſuch Proviſoes, Conditions, Payments, and Agreements, as are therein before mentioned and declared concerning his Freehold Premiſes, ſo as ſuch Leaſeholds might, from time to time, go and be enjoyed with ſuch and the ſame Farms or Lands wherein ſuch Leaſeholds ſhould happen to be intermixed: And the ſaid Teſtator appointed the ſaid *Elizabeth* his Daughter and the ſaid *John Gallant*, joint Executors of his ſaid Will: And, by a Codicil annexed to his ſaid Will, bearing Date on or about the Twentieth Day of *May* One thouſand Seven hundred and Forty-two, and duly executed by him, the ſaid Teſtator deviſed the further Sum of One hundred Pounds to the ſaid *Elizabeth* his Daughter, and charged Part of his ſaid real Eſtates with the Payment of an Annuity of Fifteen Pounds to *Willoughby Cook* Spinſter, for the Term of her Life:

And whereas the ſaid *Elizabeth Kemp* the Wife, and *Mary Kemp* One of the Daughters, of the ſaid *William Kemp* the Father, both died in his Life-time; and he the ſaid *William Kemp* the Father died in the Month of *May* One thouſand Seven hundred and Forty-four, leaving Iſſue by the ſaid *Elizabeth* his Wife Six Children, then living; *videlicet*, the ſaid *William* his eldeſt Son and Heir at Law, and the ſaid *Robert* his Second Son; and Four Daughters, *Elizabeth Gay*, *Martha Blomefield*, *Jane Pardon*, and *Sarah Kemp*:

And whereas the ſaid *Robert Kemp* entered upon the ſaid Premiſes ſo to him deviſed as aforeſaid, and received the Rents and Profits thereof; and thereout paid to his ſaid Brother *William* the ſaid Two ſeveral Annuities of Forty Pounds, and Sixty Pounds, from the time of ſuch Entry to the Twenty-fifth Day of *March* One thouſand Seven hundred and Fifty:

And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-third and Twenty-Fourth Days of *March* One thonſand Seven hundred and Forty-eight, the Releaſe being Quadrupartite, and made, or mentioned to be made, between the ſaid *Robert Kemp*, the ſaid *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, *Chriſtopher Pardon* and *Jane* his Wife, and the ſaid *Sarah Kemp*, and which ſaid *Elizabeth*, *Martha*, *Jane*, and *Sarah*, are therein mentioned to be all the Daughters of the ſaid *William Kemp* that were living at the time of his Deceaſe, of the Firſt Part; *Francis Buxton* Gentleman, and *William Brockett* Gentlemen, of the Second Part; *Bevil Wymberley Chamber* Eſquire, and *Robert Everard* Gentleman, of the Third Part; and *Daniel Fromanteel*, of *Thwaite*, in the ſaid County of *Norfolk*, Clerk, of the Fourth Part; in Conſideration of the Sum of Two thouſand Two hundred Pounds in the ſaid Indenture of Releaſe mentioned to be paid to the ſaid *Robert Kemp*, *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, *Chriſtopher Pardon* and *Jane* his Wife, and *Sarah Kemp* by the ſaid *Daniel Fromanteel*, and for barring all Eſtates Tail and Remainders, and for other Conſiderations therein mentioned, they the ſaid *Robert Kemp*, *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, *Chriſtopher Pardon* and *Jane* his Wife, and *Sarah Kemp*, did grant, bargain, ſell, alien, and releaſe, or did mention to grant, bargain, ſell, and releaſe, unto the ſaid *Francis Buxton* and *William Brockett*, and their Heirs, all thoſe the ſeveral Manors or Lordſhips of *Antingham*, *Antingham-Witchinghams*, *Antingham-Walliſhes*, *Gymingham-Lancaſter*, on the Part of *Hulver*, and *Antingham-Chamberlains*, in the ſaid County of *Norfolk*, and divers Meſſuages, Farms, Lands, Tenements, and Hereditaments, in the County of *Norfolk*, therein particularly mentioned and deſcribed, and all and every other the Manors, Advowſons, Meſſuages, Lands, Tenements, Woods, and Hereditaments, whatſoever, of them the ſaid *Robert Kemp*, *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, *Chriſtopher Pardon* and *Jane* his Wife, and *Sarah Kemp*, every or any of them, and late of the ſaid *William Kemp*, deceaſed, ſituate, lying, and being, or extending in or unto *Antingham Saint Mary*, *Antingham Saint Margaret*, *Gunton*, *Felmingham*, *Suffeild*, *Thorpe-Market*, *North-Walſham*, and *Bradfield*, every or any of them, or any other Town or Towns, Pariſh, or Place, to them, or any of them, near or next adjoining, with their and every of their Rights, Members, and Appurtenances; except all ſuch Manors, Meſſuages, Lands, Tenements, and Hereditaments, eſteemed or taken to be Part or Parcel of the Manors, Meſſuages, Lands, and Tenements, thereby granted and releaſed, as are Leaſehold, and holden by Leaſe of the Lord Biſhop of *Norwich*, for the Time being; to hold unto and to the Uſe of the ſaid *Francis Buxton* and *William Brockett*, and their Heirs, to the Intent to make them Tenants of the Freehold of the

the ſaid Premiſes, in order that a common Recovery might be thereof ſuffered, wherein the ſaid *Bevil Wymberley Chamber* and *Robert Everard* ſhould be Demandants, the ſaid *Francis Buxton* and *William Brockett* Tenants, who were to vouch to warranty the ſaid *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, *Chriſtopher Pardon* and *Jane* his Wife, and *Sarah Kemp*: And it was thereby agreed and declared, that the ſaid common Recovery ſhould be and enure to the Uſe of the ſaid *Daniel Fromanteel*, his Executors, Adminiſtrators, and Aſſigns, for the Term of One thouſand Years, determinable nevertheleſs on Payment by the ſaid *Robert Kemp*, his Heirs, Executors, or Adminiſtrators, uuto the ſaid *Daniel Fromanteel*, his Executors, Adminiſtrators, or Aſſigns, of the ſaid Sum of Two thouſand Two hundred Pounds, and Intereſt for the ſame, at the times and in manner in the ſaid Indenture of Releaſe mentioned; and after the End, or ſooner Determination, of the ſaid Term of One thouſand Years, to the Uſe of the ſaid *Robert Kemp*, for his Life, without Impeachment of or for any manner of Waſte, wilful Waſte excepted; Remainder to the ſaid *Bevil Wymberley Chamber* and *Robert Everard*, and their Heirs, during the Life of the ſaid *Robert Kemp*, in Truſt to preſerve the contingent Remainders; and, after his Deceaſe, to the Uſe of the Firſt and every other Son of the ſaid *Robert Kemp*, lawfully to be begotten, ſucceſſively, in Tail Male; with Remainder to all and every the Daughter and Daughters of the ſaid *Robert Kemp* lawfully to be begotten, and the Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters iſſuing, as Tenants in common, and not as joint Tenants; and if any of the ſaid Daughter or Daughters ſhould die without Iſſue of her and their Body or Bodies, then to the Uſe of all the other or others of ſuch Daughters, and the Heirs of her and their Body and Bodies, as Tenants in common; and if all ſuch Daughters ſave One ſhould die without Iſſue, then to the Uſe of ſuch only Daughter, and the Heirs of her Body; with Remainder to the ſaid *Elizabeth Gay*, *Martha Blomefield*, *Jane Pardon*, and *Sarah Kemp*, and the Heirs of their Bodies, as Tenants in common, and not as joint Tenants; and if any of them ſhould die without Iſſue, then to the Uſe of the Survivors of them in Tail General, as Tenants in common; and if all of them ſave One ſhould happen to die without Iſſue, then to the Uſe of ſuch Survivor of them, and the Heirs of her Body; with Remainder to the right Heirs of the ſaid *Robert Kemp*; in which ſaid Indenture Quadrupartite is contained a Power for him the ſaid *Robert Kemp* to limit a Jointure to any Woman he ſhould marry; and alſo to make Leaſes of the Premiſes in ſuch manner as is therein mentioned:

And whereas the ſaid common Recovery, ſo agreed to be had, was afterwards had and ſuffered, with ſuch Deamandnts, Tenants, and Vouchees, as aforeſaid:

And whereas the ſaid *William Kemp* the Son, in *Hilary* Term One thouſand Seven hundred and Forty-nine, exhibited his Bill in his Majeſty's High Court of Chancery (which was afterwards amended, by Orders of the ſaid Court), againſt the ſaid *Robert Kemp*, *James Gay*, and *Elizabeth* his Wife, *Francis Blomefield*, and *Martha* his Wife, *Chriſtopher Pardon*, and *Jane* his Wife, *Sarah Kemp*, *John Gallant*, and others, ſetting forth the ſaid Indentures of Leaſe and Releaſe, of the Tenth and Eleventh of *February* One thouſand Seven hundred and Fifteen; and that the ſaid *William Kemp*, the Plaintiff, upon his Arrival to the Age of Twenty-one Years, was prevailed upon, by the Management and Contrivance of the ſaid *William Kemp*, his ſaid Father, and by the neceſſitous Circumſtances and great Diſtreſs he was then in, to join with his ſaid Father in the ſaid Indentures of Leaſe and Releaſe, of the Fifth and Sixth of *June* One thouſand Seven hundred and Thirty-

Thirty-nine, and the common Recovery thereupon had, and thereby to convey and aſſure the Eſtate (ſettled on his Mother's Marriage) unto and upon his ſaid Father in Fee, for no other Conſiderations than the ſaid Annuities; and ſetting forth his ſaid Father's Will and Codicil, and the Diſpoſition thereby made, as well of the ſaid ſettled Eſtate, as of the other Eſtates which he left at the time of his Death; and praying that the ſaid Conveyance, made by him to his Father, might be ſet aſide; and that he might enjoy the ſaid ſettled Premiſes: And that the ſaid *Robert Kemp*, and all Parties, might join in proper Conveyances to him of the ſame; and that his ſaid Brother might account for the Rents and Profits thereof; and for further Relief; and to which Bill the ſaid *Robert Kemp*, and the other Defendants, put in their Anſwers; and Iſſue was joined in the ſaid Cauſe, and Witneſſes were examined; but no Determination or Decree hath yet been made in the ſaid Cauſe:

And whereas, ſince the Commencement of the ſaid Suit, the ſaid *Robert Kemp* intermarried with *Mary Cooke*, now *Mary Kemp*, his Wife; and hath Iſſue by her One Son, named *Robert*, of the Age of Eighteen Months, or thereabouts: And although the ſaid *William Kemp* the Son, under the Limitation of the ſaid recited Settlement, made on the Marriage of his Father and Mother, was intitled, as a Purchaſer, to the Inheritance, after his Father's Death, of a real Eſtate of the yearly Value of about Four hundred Pounds; and was, by the Ways and Means aforementioned, diveſted of his ſaid Inheritance, for ſo ſmall and inadequate a Conſideration; yet, in order to prevent the ſaid Eſtate from being waſted, and incumbered by expenſive Suits at Law, and in Equity, and that a competent Proviſion may be made for the ſeveral Perſons of the Family intereſted in the ſame, and for preſerving Peace and Unity amongſt them, he hath concurred, conſented, and agreed, with his ſaid Brother *Robert Kemp*, and alſo with his Siſters, and their reſpective Husbands, that the ſaid real Eſtate ſhall be ſold, and converted into Money, to be applied and diſpoſed of for the Benefit of the ſeveral Parties, and in ſuch manner as is herein after mentioned:

And whereas by Articles of Agreement, bearing Date the Twelfth Day of *November* One thouſand Seven hundred and Fifty-one, made, or mentioned to be made, between the ſaid *William Kemp* the Son, *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, *Chriſtopher Pardon* and *Jane* his Wife, *Sarah Kemp*, and the ſaid *Robert Kemp*, of the one Part; and Sir *William Harbord*, of *Gunton*, in the County of *Norfolk*, Baronet, and Knight of the moſt Honourable Order of the *Bath*, of the other Part; in Conſideration of the Sum of Three thouſand Pounds, to be paid the ſaid *William Kemp* the Son, as therein after-mentioned; and of the further Sum of Three hundred Pounds apiece, to be paid to each of them the ſaid *James Gay*, *Francis Blomefield*, and *Chriſtopher Pardon*, and *Sarah Kemp*, as therein after-mentioned; and alſo of the further Sum of One Pound to the ſaid *Robert Kemp* then in Hand paid by the ſaid Sir *William Harbord*; and of the further Sum of Six thouſand Six hundred and Ninety-nine Pounds, to be paid to the ſaid *Robert Kemp*, as therein is mentioned; the ſaid *William Kemp* the Son, the ſaid *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, *Chriſtopher Pardon* and *Jane* his Wife, *Sarah Kemp*, and *Robert Kemp*, did, reſpectively, covenant and agree with the ſaid Sir *William Harbord*, that they the ſaid *William Kemp* the Son, *James Gay* and *Elizabeth* his Wife, *Francis Blomefield*, and *Martha* his Wife, *Chriſtopher Pardon* and *Jane* his Wife, *Sarah Kemp*, and *Robert Kemp*, their reſpective Executors and Adminiſtrators, ſhould and would, on or before the Tenth Day of *October* then next enſuing, make a good Title, and, by good and ſufficient Conveyances, Surrenders,

and Aſſurances in the Law, at the Coſts and Charges of the ſaid Sir *William Harbord*, his Heirs, Executors, Adminiſtrators, or Aſſigns, and as his and their Counſel ſhould adviſe, well and ſufficiently convey, ſurrender, and aſſure, to the Uſe of the ſaid Sir *William Harbord*, his Heirs, Executors, Adminiſtrators, and Aſſigns, or to the Uſe of ſuch other Perſon or Perſons as he or they ſhould direct and appoint, according to the reſpective Tenures of the Hereditaments therein aftermentioned, free from all manner of Incumbrances whatſoever (except One Annuity of Fifteen Pounds a Year to *Willoughby Cook* Widow, for the Term of her Life, and the Lord's Rents and Services), all and every the Manors, Advowſons, Meſſuages, Lands, Tenements, and Hereditaments, whatſoever, with their and every of their Rights, Members, Waters, Privileges, and Appurtenances, whatſoever, of them the ſaid *William Kemp* the Sou, *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, *Chriſtopher Pardon* and *Jane* his Wife, *Sarah Kemp*, and *Robert Kemp*, every or any of them, ſituate, lying, and being, in *Antingham* aforeſaid, and the Towns, Pariſhes, Precincts, or Places adjacent, and which were then late the Eſtate of *William Kemp*, their ſaid late Father deceaſed (except only the Eſtate which was then lately ſold to *Robert Brittiffe* Eſquire, deceaſed, and the next Preſentation to the Rectories and Pariſh-Churches of *Antingham Saint Mary* and *Antingham Saint Margaret*, in the ſaid County of *Norfolk*); and, in Conſideration thereof, the ſaid Sir *William Harbord* did thereby covenant and agree, that he, his Heirs, Executors, and Adminiſtrators, ſhould and would, on the ſaid Tenth Day of *October* then next, pay, or cauſe to be paid, unto the ſaid *William Kemp* the Son, his Executors or Adminiſtrators, the ſaid Sum of Three thouſand Pounds; and unto each of them the ſaid *James Gay*, *Francis Blomefield*, *Chriſtopher Pardon*, and *Sarah Kemp*, or to their reſpective Executors or Adminiſtrators, the Sum of Three hundred Pounds apiece; and to the ſaid *Robert Kemp*, his Executors or Adminiſtrators, the Sum of Six thouſand Six hundred and Ninety-nine Pounds; which ſaid ſeveral Sums, together with the Sum of One Pound then in Hand paid to the ſaid *Robert Kemp*, making together the Sum of Ten thouſand Nine hundred Pounds, was thereby declared to be the Purchaſe-money agreed to be given to and for the ſaid Manors, Advowſons, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, to be conveyed, ſurrendered, and aſſured, as aforeſaid:

And whereas by other Articles of Agreement, bearing Date the ſaid Twelfth Day of *November* One thouſand Seven hundred and Fifty-one, and made, or mentioned to be made, between the ſaid *William Kemp* the Son, the ſaid *Robert Kemp*, *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, and *Sarah Kemp*, of the one Part; and the ſaid *Chriſtopher Pardon*, and *Jane* his Wife, of the other Part; the ſaid *William Kemp* the Son, and *Robert Kemp*, *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, and *Sarah Kemp*, did reſpectively covenant and agree to convey and aſſure the next Turn, or Right of Preſentation, of, in, and to, the Rectories and Pariſh-Churches of *Antingham Saint Mary* and *Antingham Saint Margaret*, in the County of *Norfolk*, together with all the Rights, Members, Privileges, and Appurtenances, unto, and to the Uſe and Behoof of, the ſaid *Chriſtopher Pardon*, his Executors, Adminiſtrators, and Aſſigns, upon Truſt, to ſell and diſpoſe of the ſaid Premiſes, for the beſt Price or Prices he or they could get for the ſame; and to divide the Monies ariſing by ſuch Sale and Diſpoſition (after deducting the Coſts and Charges attending the Execution of the ſaid Truſt) amongſt the ſaid *James Gay*, *Francis Blomefield*, *Sarah Kemp*, and *Chriſtopher Pardon*, and their reſpective Executors and Adminiſtrators, Share and Share alike:

And whereas the ſeveral Parties intereſted in the Premiſes ſo agreed to be ſold, as aforeſaid, being ſatisfied that the Contracts made, and entered into, for the Sale and Purchaſe of the ſame Premiſes, would, if carried into Execution, be very advantageous to the Family, are willing and deſirous, that the Sale and Purchaſe thereof ſhould proceed, and be completed; But as, under the preſent Circumſtances of the Caſe herein before-mentioned and ſet forth, ſuch Purchaſe and Sale cannot be effectually made, without the Aid and Authority of an Act of Parliament:

Therefore, your Majeſty's moſt dutiful and loyal Subjects, the ſaid *William Kemp* the Son, *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, *Chriſtopher Pardon* and *Jane* his Wife, and *Sarah Kemp*, and the ſaid *Robert Kemp* the elder, and *Mary* his Wife, for themſelves, and on behalf of the ſaid *Robert Kemp* their Son, and Heir apparent, an Infant,

Do moſt humbly beſeech Your moſt Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That the ſaid Manors or Lordſhips, or reputed Manors or Lordſhips, of *Welſhes*, *alias Walliſhes*, and *Antingham*, *alias Witchinghams*, *alias Antingham-Witchinghams*, and *Gymingham-Lancaſter ex parte Hulver*, in the ſaid County of *Norfolk*; and all and every the Freehold, Copyhold, and Leaſehold, Meſſuages, Farms, Cottages, Lands, Tenements, and Hereditaments, herein before-mentioned to be compriſed in, and ſettled, limited, conveyed, and aſſured, in the ſaid ſeveral Indentures of Leaſe and Releaſe, of the Tenth and Eleventh of *February* One thouſand Seven hundred and Fifteen, the Fifth and Sixth of *June* One thouſand Seven hundred and Thirty-nine, and of the Twenty-third and Twenty-fourth of *March* One thouſand Seven hundred and Forty-eight; and the Will of the ſaid *William Kemp*, reſpectively; and were contracted and agreed to be ſold and conveyed to the ſaid Sir *William Harbord*, his Heirs and Aſſigns, by the ſaid Articles, as aforeſaid (except the ſaid Farm, Meſſuage, Lands, Tenements, and Hereditaments, in *Antingham Saint Mary*, *Antingham Saint Margaret*, *Felmingham*, and *North-Walſham*, herein before mentioned to be in the Uſe of the ſaid *Thomas Saul*, his Under-tenants, or Aſſigns); and all Outhouſes, Edifices, Buildings, Yards, Gardens, Orchards, Hedges, Trees, Woods, Underwoods, Ways, Waters, Watercourſes, Fiſhings, Commons, Common of Paſture, Mines, Quarries, Courts, Perquiſites and Profits of Courts, Rents, Perquiſites, Privileges, Rights, Royalties, Members, and Appurtenances, whatſoever, to the ſaid Manors, Meſſuages, Lands, Tenements, and Premiſes, belonging or appertaining, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits, of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes; ſhall, from and after the Twenty-fifth Day of *March* One thouſand Seven hundred and Fifty-four, be ſettled upon, and veſted in, and the ſame are hereby from thenceforth ſettled upon, and veſted in, the ſaid *Bevill Wymberley Chamber* and *Robert Everard*, their Heirs, Executors, Adminiſtrators, and Aſſigns, reſpectively, in manner following; that is to ſay, As to ſuch Part of the ſaid Premiſes as are Freehold, to the Uſe of them the ſaid *Bevill Wymberley Chamber* and *Robert Everard*, their Heirs and Aſſigns; and as to ſuch Part of the Premiſes as are Copyhold, to the Uſe of the ſaid *Bevill Wymberley Chamber* and *Robert Everard*, their Heirs and Aſſigns, according to the Cuſtoms of the ſeveral Manors of which the

the ſaid Copyhold Premiſes are held reſpectively; and as to ſuch Part of the ſaid Premiſes as are Leaſehold, to hold the ſame unto the ſaid *Bevill Wimberley Chamber* and *Robert Everard*, their Executors, Adminiſtrators, and Aſſigns, for and during all the Reſidue and Remainder of the Terms for Years, Eſtates, and Intereſts, for which the ſame Leaſehold Premiſes are granted, demiſed, and held, reſpectively, then to come and unexpired.

And it is hereby Enacted and Declared, That they the ſaid *Bevill Wimberley Chamber* and *Robert Everard*, and the Survivor of them, and the Heirs, Executors, or Adminiſtrators, of ſuch Survivor, reſpectively, ſhall ſtand and be poſſeſſed of, and intereſted in, the Manors or Lordſhips, or reputed Manors or Lordſhips, and Freehold, Copyhold, and Leaſehold Premiſes, ſo hereby ſettled upon, and veſted in, them the ſaid *Bevill Wimberley Chamber* and *Robert Everard*, as aforeſaid, upon the Truſts, and for the Ends, Intents, and Purpoſes, herein after-mentioned; that is to ſay, Upon Truſt that they the ſaid *Bevill Wimberley Chamber* and *Robert Everard*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators, of ſuch Survivor reſpectively, upon Payment to them reſpectively, by the ſaid Sir *William Harbord*, his Heirs or Aſſigns, of the Sum of Ten thouſand Eight hundred and Ninety-nine Pounds, of lawful Money of *Great Britain*, do and ſhall, by ſuch Deeds, Surrenders, Conveyances, and Aſſurances in the Law, as ſhall be proper and requiſite in that behalf, grant, convey, and aſſure, all and every the Manors or Lordſhips, or reputed Manors or Lordſhips, Meſſuages, Farms, Lands, Tenements, Hereditaments, and Premiſes, ſo covenanted, contracted, and agreed, to be purchaſed by, and ſold and conveyed to, the ſaid Sir *William Harbord*, in and by the ſaid firſt-recited Articles, whether the ſame be Freehold, Copyhold, or Leaſehold, with their, and every of their, Rights, Royalties, Members, and Appurtenances, unto, and to the Uſe of, the ſaid Sir *William Harbord*, his Heirs, Executors, Adminiſtrators, and Aſſigns, reſpectively; or unto ſuch Perſon or Perſons as he or they reſpectively ſhall, in that behalf, nominate, direct, or appoint; and alſo upon Truſt that they the ſaid *Bevill Wimberley Chamber* and *Robert Everard*, or the Survivor of them, do and ſhall apply and diſpoſe of the ſaid Sum of Ten thouſand Eight hundred and Ninety-nine Pounds, ſo to be paid upon, and in Conſideration of, ſuch Sale and Conveyance, in the manner, and for the Purpoſes, herein after-mentioned, expreſſed, and declared; that is to ſay, In the firſt Place, the Coſts of the ſaid Suits depending in the High Court of Chancery, accrued ſince the Date of the ſaid Articles and purſuant thereto, and the Charges and Expences incident to, and attending, the obtaining and paſſing this preſent Act; and, in the next Place, the ſaid principal Sum of Two thouſand Two hundred Pounds, ſo due on the ſaid Mortgage or Security, made to the ſaid *Daniel Fromanteel*, as aforeſaid, together with all Intereſt due, or to grow due, for the ſame; and do and ſhall, in the next Place, pay and ſatisfy unto the ſaid *William Kemp* the Sum of Three thouſand Pounds, together with the Intereſt for the ſame, at the Rate of Four Pounds *per Centum per Annum*, from *Michaelmas* One thouſand Seven hundred and Fifty-one; and, in the next Place, the ſeveral Sums of Three hundred Pounds apiece unto the ſaid *James Gay*, *Francis Blomefield*, *Chriſtopher Pardon*, and *Sarah Kemp*, together with Intereſt for the ſame, after the Rate aforeſaid, from *Lady-day* One thouſand Seven hundred and Fifty-two; and do and ſhall lay out the Reſidue and Surplus of the Money ariſing by ſuch Sale (remaining after Payment of the Coſts, Charges, Expences, Sum and Sums of Money, hereby directed to be paid and iſſued thereout, as aforeſaid) in the Purchaſe of Meſſuages, Lands, Tenements, and Hereditaments, in the County of *Norfolk*, whereof not above One Moiety to be Copyhold; and do and ſhall, immediately after the Purchaſe thereof reſpectively, convey, ſettle, and aſſure, the

e ſame to the Uſe of the ſaid *Robert Kemp* the elder, for his Life, with Power for im to make Leaſes for any Term or Number of Years, not exceeding Twenty-ne Years in Poſſeſſion, at the improved Rent; and, after the Determination of hat Eſtate, to the Uſe of the ſaid *Bevill Wimberley Chamber* and *Robert Eve-rd*, and their Heirs, during the Life of the ſaid *Robert Kemp* the elder, in Truſt o preſerve the contingent Remainders; and, after the Death of the ſaid *Robert Kemp* the elder, to the Uſe of *Edward Doyly*, of *Gray-Inn*, in the County of *Mid-leſex*, and *Edmund Jewell*, of *Aylſham*, in the County of *Norfolk*, Gentlemen, eir Executors and Adminiſtrators, for a Term of Ninety-nine Years, upon Truſt, fter the Death of the ſaid *Robert Kemp* the elder, by and out of the Rents and rofits of the ſame Lands, Tenements, and Hereditaments, to raiſe, levy, and y unto *Mary Kemp*, Wife of the ſaid *Robert Kemp* the elder, during ſo many ears of the ſaid Term as ſhe ſhall happen to live, for, and in the Name of, her ointure, and in Bar of Dower, one Annuity, or yearly Rent, of Forty Pounds, be paid her by quarterly Payments, clear of all Deductions for Taxes or other-iſe; and from and after the End or Determination of the ſaid Term of Ninety-ne Years, and ſubject thereto, to the Uſe of the ſaid *Robert Kemp* the younger, r his Life, with the like Power to make Leaſes; and after the Determination of at Eſtate, to the Uſe and Behoof of the ſaid *Bevill Wimberley Chamber* and *obert Everard*, and their Heirs, during the Life of the ſaid *Robert Kemp* the ounger, in Truſt to preſerve the contingent Remainders; and, after the Death of e ſaid *Robert Kemp* the younger, to the Uſe of his Firſt, and every other, Son ceſſively, in Tail Male; Remainder to the Uſe of the Second, Third, Fourth, fth, Sixth, Seventh, and all and every other Son and Sons of the Body of e ſaid *Robert Kemp* the elder begotten, or to be begotten, ſucceſſively, in Tail ale; Remainder to the Uſe of all and every the Daughter and Daughters of e Body of the ſaid *Robert Kemp* the Father lawfully to be begotten; and of the eirs of the Body and Bodies of all and every ſuch Daughter and Daughters wfully iſſuiug, ſuch Daughters to take in equal Parts and Shares, as Tenants in mmon, and not as joint Tenants; and, in caſe of the Death, and Failure of ſue, of any One or more of the ſaid Daughters, all and every the Share and ares, as well originally veſted in, and belonging to, as accruing to, and devolv-g upon, ſuch Daughter or Daughters, or their Iſſue reſpectively, by Survivor-ip, ſhall, from time to time, as often as it ſhall ſo happen, go, remain, and ure, to the Survivors and Survivor, and others and other, of the ſaid Daugh-rs, and the Heirs of the Body and Bodies of ſuch ſurviving and other Daugh-r and Daughters, lawfully iſſuing, ſuch ſurviving Daughters, if more than One, take alſo in equal Parts and Shares, as Tenants in common, and not as joint enants; and, for want of ſuch Iſſue, to the Uſe of the right Heirs of the ſaid obert Kemp the elder, for ever.

And it is hereby further Enacted, by the Authority aforeſaid, That the d next Turn, or Right of Preſentation, of, in, and to, the Rectories and Pa-h-churches of *Anitngham Saint Mary* and *Antingham Saint Margaret*, in the unty of *Norfolk*, ſo covenanted and agreed, in and by the ſaid recited Articles, be conveyed and aſſured to him the ſaid *Chriſtopher Pardon*, as aforeſaid, ll, from and after the ſaid Twenty-fifth Day of *March* One thouſand Seven ndred and Fifty-four, be ſettled upon, and veſted in, and the ſame are hereby m thenceforth ſettled upon, and veſted in, the ſaid *Chriſtopher Pardon*, his Execu-rs, Adminiſtrators, and Aſſigns, upon Truſt, nevertheleſs, to ſell and diſpoſe of e ſame; and to iſſue, pay, and apply, the Money ariſing and produced by ſuch le or Sales to and for ſuch Uſes, Intents, and Purpoſes, and in ſuch manner, as

in and by the ſaid Articles herein before-mentioned to be made between the ſaid *William Kemp*, *Robert Kemp* the Father, *James Gay*, and *Elizabeth* his Wife, *Francis Blomefield*, and *Martha* his Wife, and *Sarah Kemp*, of the one Part; and the ſaid *Chriſtopher Pardon* and *Jane* his Wife, of the other Part; are mentioned provided, agreed, and declared, in that behalf.

And be it further Enacted, by the Authority aforeſaid, That, after the Conveyances and Aſſurances, hereby directed to be made to the ſaid Sir *William Harbord* and *Chriſtipher Pardon* reſpectively, of the Premiſes purchaſed by, or agreed to be ſold, conveyed, and aſſured, to them reſpectively, as aforeſaid, ſhall be made and executed in purſuance of this Act, the ſeveral Manors, Lands, Tenements, Advowſons, Hereditaments, and Premiſes, ſo to be conveyed and aſſured to them reſpectively, as aforeſaid, with their Appurtenances, ſhall be held and enjoyed by them, and thoſe claiming under them reſpectively, freed and diſcharged and abſolutely acquitted, exempted, diſcharged, and exonerated, of, from, and againſt, all the Eſtates, Uſes, Truſts, Powers, Proviſoes, and Limitations, limited, created, provided, and declared, of and concerning the ſame, or any Part thereof reſpectively, in and by the Settlements, Will, Deeds, Conveyances, and Aſſurances, herein before reſpectively recited, or any of them; and of, from, and againſt, all Eſtates, Intereſts, Claims, and Demands, of them the ſaid *William Kemp*, *Robert Kemp* the elder, and *Mary* his Wife, *Robert Kemp* the younger, *James Gay* and *Elizabeth* his Wife, *Francis Blomefield* and *Martha* his Wife, *Chriſtopher Pardon* and *Jane* his Wife, and *Sarah Kemp*, and their reſpective Heirs, Iſſues, Executors, and Adminiſtrators, or any other Perſon or Perſons claiming or to claim by, from, or under, them, ſome or any of them (except the ſaid Annuity of Fifteen Pounds, to the ſaid *Willoughby Cooke* for Life, and the Remedies for the Recovery thereof).

And it is hereby further Enacted and Declared, That the Receipt and Receipts of the ſaid *Bevill Wymberley Chamber* and *Robert Everard*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators, of ſuch Survivor, ſhall be a ſufficient and effectual Diſcharge to the ſaid Sir *William Harbord*, his Heirs, Executors, or Adminiſtrators, for the Purchaſe or Conſideration-money, for the Premiſes ſo contracted for by him as aforeſaid: And that after ſuch Receipt or Receipts he the ſaid Sir *William Harbord*, his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall not, nor ſhall any of them, be anſwerable or accountable for any Loſs, Miſapplication, or Non-application, of ſuch Purchaſe-money, or any Part thereof.

And it is hereby further Enacted and Declared, That, in the mean time after the Sale and Conveyance of the Premiſes hereby veſted and directed to be ſold and until the Surplus or Reſidue of the Money ariſing and produced by ſuch Sale or Sales, ſhall be laid out in ſuch Purchaſe or Purchaſes as are directed by this Act, it ſhall and may be lawful to and for the ſaid *Bevill Wymberley Chamber* and *Robert Everard*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators, of ſuch Survivor, to place out ſuch Surplus-money upon the Public Funds, or on Parliamentary, Government, or Real, Securities, at Intereſt; and alſo, from time to time, to call in the principal Money ſo to be placed out, and to place out the ſame, at Intereſt, upon new or other Funds or Securities of the like nature, at Intereſt; and that the Intereſt ariſing and to be produced from ſuch Securities ſhall be paid to ſuch Perſon and Perſons as would be intitled to the Rents and Profits of the Lands and Hereditaments hereby directed to be purchaſed, in caſe the ſame were purchaſed and ſettled purſuant to this Act.

Provided always, and it is hereby further Enacted, by the Authority aforeſaid, That the ſaid *Bevill Wymberley Chamber* and *Robert Everard* ſhall not, nor ſhall either of them, or the Heirs, Executors, Adminiſtrators, or Aſſigns, of them, or either of them, be anſwerable or accountable for any Money to be received by virtue of or under the Truſts hereby declared, any otherwiſe than each Perſon for ſuch Sum or Sums of Money as he or they ſhall reſpectively actually receive; and that neither of them ſhall be anſwerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them: And alſo that they the ſaid *Bevill Wymberley Chamber* and *Robert Everard*, their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall and may, out of the Rents and Profits of the Premiſes hereby directed to be purchaſed by them, in Truſt to be ſettled as aforeſaid, retain to and reimburſe themſelves all Coſts, Charges, Damages, and Expences, that they reſpectively ſhall or may ſuſtain, or be put unto, in and about the Execution of the Truſts hereby in them reſpectively repoſed.

Saving always to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to the ſaid *Willoughby Cooke*, and her Aſſigns, in reſpect of the ſaid Annuity, during the Continuance thereof, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, their reſpective Heirs, Succeſſors, Executors, Adminiſtrators, and Aſſigns (Other than and except the ſeveral Perſons claiming, or to claim, any Eſtate, Truſt, Benefit, Advantage, or Intereſt, by virtue of or under the ſeveral Settlements, Will, Deeds, Conveyances, and Aſſureances, herein before recited, or any of the Uſes, Deviſes, or Limitations, therein reſpectively inſerted and contained), All ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand, of, in, and to, the ſaid Manors, Advowſons, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, ſettled and veſted, or mentioned or intended to be ſettled and veſted, by this Act, every or any of them, or any Part thereof, reſpectively, as they, every or any of them, had before the paſſing this Act, or could or might have held and enjoyed in caſe this Act had never been made.

An ACT *for Veſting the Eſtate, late of* William Kemp *Eſquire, deceaſed, in Truſtees, to be ſold, purſuant to Articles; and for applying the Purchaſe-money for the Benefit of the Children of the ſaid* William Kemp, *in ſuch manner as is directed by the ſaid Articles.*

[1754]